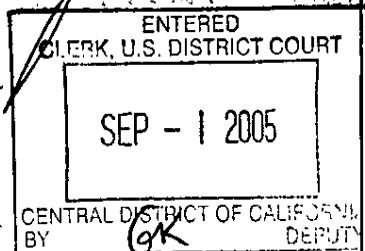
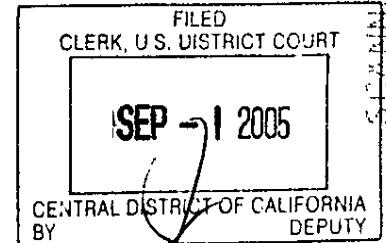


John W. Shaw [State Bar No. 82802]  
 Lane J. Lopez [State Bar No. 227998]  
 SHAW, TERHAR & LaMONTAGNE LLP  
 707 Wilshire Boulevard, Suite 3060  
 Los Angeles, California 90017  
 Telephone: (213) 614-0400  
 Facsimile: (213) 629-4534

Attorneys for Defendant  
 KOBE STEEL, LTD.

Priority  
☒ Send  
☐ Clsd  
☒ Enter  
☒ JS-5/JS-6  
☐ JS-2/JS-3



UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

DAVID LAMBERTE,

Plaintiff,

v.

KOBE STEEL USA, INC., KOBE  
 STEEL, LTD., and DOES 1 through 10,  
 Inclusive,

Defendants.

Case No. CV03-6211 NM (AJWx)

**STIPULATION AND [PROPOSED]  
 ORDER OF DISMISSAL**

**[F.R.C.P. 41(a)(1)]**

IT IS HEREBY STIPULATED AND AGREED by the parties hereto and their attorneys of record herein that this case is fully settled and that the following terms and conditions will be enforceable by the Entry of Judgment on failure to comply with the terms and conditions set forth herein:

- (1) Defendant, KOBE STEEL, LTD. (hereinafter "KOBE STEEL") shall pay Plaintiff, DAVID LAMBERTE the sum of Eight Hundred and Seventy Five Thousand Dollars Even (\$875,000.00), or a portion of which may be in the form of a structured settlement, as payment in full of all of his claims arising from the events described in the Complaint. Payment shall be made on or before August 11, 2005, or within 30 days after receipt of executed releases.

///

THIS CONSTITUTES NOTICE OF ENTRY  
 AS REQUIRED BY FRCP, RULE 77(d)

Each party agrees to perform all acts and execute and deliver all documents necessary to carry out the purposes and intent of this Stipulation for Settlement.

Defendant, KOBE STEEL, agrees to prepare a Release, Dismissal and Confidentiality Agreement.

Plaintiff, DAVID LAMBERTE, agrees to sign said Release, Dismissal, confidentiality agreement and assume responsibility for all liens related to the instant litigation.

(2) The Plaintiff, DAVID LAMBERTE, agrees to accept said sum with the knowledge that he will be barred from any additional claims against the Defendant, KOBE STEEL. Plaintiff agrees to execute a written Release of all claims, known and unknown, against Defendant and waives California *Civil Code* §1542.

(3) Each party will bear their own costs and attorneys' fees.

(4) The parties are aware if they stipulate, in writing, for settlement of the case, or part thereof, the Court, upon Motion, may enter Judgment pursuant to the terms of the settlement. The parties agree that, on failure to comply with the terms of settlement, Plaintiff may apply, *ex parte*, for an entry of Judgment on 48 hours notice to Defendant's counsel.

(5) The parties agree that this Stipulation is admissible, or subject to disclosure.

(6) The parties further stipulate and agree that this Stipulation is enforceable and binding upon the parties to it.

(7) Counsel for Plaintiff will move to have future dates of trial, status conference, etc. advanced and vacated.

(8) Counsel for the Defendant will file a Dismissal, with prejudice, of the entire action.

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1 **PRIOR TO THE EXECUTION/SIGNING OF THIS STIPULATION, EACH**  
2 **PARTY TO IT SHOULD HAVE IT INDEPENDENTLY REVIEWED BY THEIR**  
3 **OWN ATTORNEY BEFORE THEY SIGN/EXECUTE THIS STIPULATION.**  
4

5 DATED: August , 2005

ROSE, KLEIN & MARIAS LLP

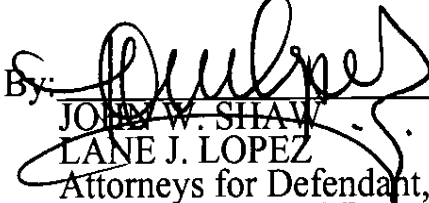
6  
7 By:

BARRY I. GOLDMAN  
DENNIS J. SHERWIN  
ROBERT A. SANDERS  
ROSA ELENA SAHAGAN  
Attorneys for Plaintiff,  
DAVID LAMBERTE

8  
9  
10 DATED: August 29, 2005

SHAW, TERHAR & LaMONTAGNE LLP


11  
12 By:

  
JOHN W. SHAW  
LANE J. LOPEZ  
Attorneys for Defendant,  
KOBE STEEL, LTD.

13  
14  
15 IT IS SO ORDERED

16  
17  
18 DATED: 8/1/05

By:

  
THE HON. NORA M. MANELLA  
Judge of the United States District Court,  
Central District of California

1 PRIOR TO THE EXECUTION/SIGNING OF THIS STIPULATION, EACH  
2 PARTY TO IT SHOULD HAVE IT INDEPENDENTLY REVIEWED BY THEIR  
3 OWN ATTORNEY BEFORE THEY SIGN/EXECUTE THIS STIPULATION. / SCANNED

4  
5 DATED: August 2, 2005

ROSE, KLEIN & MARIAS LLP

6  
7 By: 

BARRY I. GOLDMAN  
DENNIS J. SHERWIN  
ROBERT A. SANDERS  
ROSA ELENA SAHAGAN  
Attorneys for Plaintiff,  
DAVID LAMBERTE

8  
9  
10 DATED: August , 2005

SHAW, TERHAR & LaMONTAGNE LLP

11  
12 By: \_\_\_\_\_

JOHN W. SHAW  
LANE J. LOPEZ  
Attorneys for Defendant,  
KOBE STEEL, LTD.

13  
14  
15 IT IS SO ORDERED

16  
17  
18 DATED: \_\_\_\_\_

By: \_\_\_\_\_

THE HON. NORA M. MANELLA  
Judge of the United States District Court,  
Central District of California

**PROOF OF SERVICE**  
**Lamberte v. Kobe Steel USA, INC.**  
**CV03-6211 NM (AJWx)**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is **Shaw, Terhar & LaMontagne LLP, 707 Wilshire Boulevard, Suite 3060, Los Angeles, California 90017.** On August 29, 2005, I caused the foregoing document(s) described as **STIPULATION AND [PROPOSED] ORDER OF DISMISSAL** to be served on the interested parties in this action as follows:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in the affidavit.

☐ **BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard \_\_\_\_\_ delivery procedures.

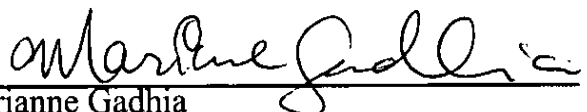
☐ **BY FAX:** In addition to service by mail, I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.

☐ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ [Federal] I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 29, 2005, at Los Angeles, California.

  
Marianne Gadhia

**Lamberte v. Kobe Steel**  
CV03-6211 NM (AJWx)

SCANNED

**SERVICE LIST**

Barry I. Goldman, Esq.

Telephone: (213) 626-0571

Rosa A. Sahagun, Esq.

Fax: (213) 623-7755

**ROSE, KLEIN & MARIAS LLP**

801 South Grand Avenue, 18<sup>th</sup> Floor  
Los Angeles, California 90017-4645